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10 **UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

11 In re:

12 **PG&E CORPORATION,**

13 **- and -**

14 **PACIFIC GAS AND ELECTRIC COMPANY,**

15 **Debtors.**

- 16  Affects PG&E Corporation  
17  Affects Pacific Gas and Electric Company  
18  Affects both Debtors

\* All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).

Case No. 19-30088 (DM)  
Chapter 11  
(Lead Case)  
(Jointly Administered)

**STIPULATION ENLARGING TIME  
FOR JOEL TOLER AND THE  
JOHN AND MELISSA TRUST TO  
FILE PROOFS OF CLAIM**

[Related to Dkt. Nos. 9849-50]

Resolving Motion Scheduled for Hearing  
January 27, 2021 at 10:00 am PT

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1 PG&E Corporation (“**PG&E Corp.**”) and Pacific Gas and Electric Company (the  
2 “**Utility**”), as debtors and reorganized debtors (collectively, the “**Debtors**” or the “**Reorganized**  
3 **Debtors**”) in the above-captioned cases (the “**Chapter 11 Cases**”), on the one hand, and Joel  
4 Toler and the John and Melissa Trust (together, the “**Movants**”), on the other hand, by and  
5 through their respective counsel, hereby submit this stipulation (the “**Stipulation**”) for an order  
6 enlarging the time for Movants to file claims in these Chapter 11 Cases as set forth herein. The  
7 Reorganized Debtors and Movants are referred to in this Stipulation collectively as the “**Parties**,”  
8 and each as a “**Party**.**”** The Parties hereby stipulate and agree as follows:

9 **RECITALS**

10 A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced these Chapter 11  
11 Cases in the United States Bankruptcy Court for the Northern District of California (the  
12 “**Bankruptcy Court**”).

13 B. By Order dated July 1, 2019 [Docket No. 2806] (the “**Bar Date Order**”), the  
14 Bankruptcy Court set October 21, 2019 at 5:00 p.m. (Prevailing Pacific Time) (the “**Original Bar**  
15 **Date**”) as the deadline in these Chapter 11 Cases for filing proofs of claim in respect of any of  
16 prepetition claim (as defined in section 101(5) of the Bankruptcy Code) against either of the Debtors,  
17 including all claims of Fire Claimants,<sup>1</sup> Wildfire Subrogation Claimants, Governmental Units (as  
18 defined in section 101(27) of the Bankruptcy Code), and Customers, and for the avoidance of doubt,  
19 including all secured claims and priority claims.

20 C. By Order dated November 11, 2019, the Bankruptcy Court extended the Bar Date  
21 until December 31, 2019 at 5:00 p.m. (Prevailing Pacific Time), solely for the benefit of any non-  
22 governmental Fire Claimants who had not filed proofs of claim by the Original Bar Date.

23 D. By Order dated June 20, 2020 [Dkt. No. 8053] the Bankruptcy Court confirmed the  
24 *Debtors’ and Shareholder Proponents’ Joint Chapter 11 Plan of Reorganization Dated June 19,*  
25 2020 (as may be further modified, amended or supplemented from time to time, and together with

26 \_\_\_\_\_  
27 <sup>1</sup> Capitalized terms used but not otherwise herein defined have the meanings ascribed to such terms  
in the Bar Date Order or the Plan (as defined below), as applicable.  
28

1 any exhibits or scheduled thereto, the “**Plan**”). The Effective Date of the Plan occurred on July 1,  
2 2020. *See* Dkt. No. 8252.

3       E. On December 6, 2020, Joel Toler filed Proof of Claim No. 106850 (the “**Original**  
4 **Proof of Claim**”) on account of damages he and the John and Melissa Trust allegedly sustained as a  
5 result of the North Bay Fires (the “**Asserted Fire Victim Claims**”). December 9, 2020, Joel Toler  
6 filed Proof of Claim No. 106871 (the “**First Amended Proof of Claim**”), in order to amend the  
7 Original Proof of Claim. On December 12, 2020, Joel Toler filed Proof of Claim No. 106884, and  
8 the John and Melissa Trust filed Proof of Claim No. 106885 (together, the “**Second Amended**  
9 **Proofs of Claim**”, and collectively with the Original Proof of Claim and First Amended Proof of  
10 Claim, the “**Proofs of Claim**”), in order to amend the First Amended Proof of Claim.

11       F. On December 17, 2020, Movants filed the *Motion to Allow/Deem Timely Late Filing*  
12 *of Proof of Claim by Joel Toler and the John and Melissa Trust* [Dkt. No. 9849] (the “**Motion**”), in  
13 which Movants assert, *inter alia*, that the Second Amended Proofs of Claim should be deemed  
14 timely filed. The Motion is set for hearing on January 21, 2021 (the “**Hearing**”). *See* Dkt. No.  
15 9850.

16       G. Pursuant to the Plan, all Fire Victim Claims were channeled to the Fire Victim Trust  
17 on the Effective Date and are subject to the Channeling Injunction, and any liabilities of the Debtors  
18 or the Reorganized Debtors, as applicable, for any Fire Victim Claims have been fully assumed by,  
19 and are the sole responsibility of, the Fire Victim Trust, and shall be satisfied solely from the assets  
20 of the Fire Victim Trust. *See* Plan §§ 4.7(a), 4.26(c), 6.7(a).

21       H. The Reorganized Debtors have raised with Movants certain informal objections to the  
22 relief requested in the Motion.

23       I. The Fire Victim Trustee has reviewed the Stipulation and, based on the facts  
24 presented in the Motion, has no objection to the agreements set forth herein or to entry of an Order  
25 approving the terms of the Stipulation.

26       J. The Parties hereto desire to resolve their issues regarding the Motion.

1           **NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE  
2 INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT HEREBY IS  
3 STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE  
UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THE BANKRUPTCY COURT  
TO ORDER, THAT:**

4           1.       The Second Amended Proofs of Claim shall be deemed timely filed.  
5  
6           2.       The Proofs of Claim and Asserted Fire Victim Claims shall for all purposes be treated  
and classified as Fire Victim Claims under the Plan, and shall be fully assumed by, and the sole  
7 responsibility of, the Fire Victim Trust and subject to the Channeling Injunction, to be administered,  
8 processed, settled, disallowed, resolved, liquidated, satisfied, and/or paid in accordance with the Fire  
9 Victim Trust Agreement and the Fire Victim Claims Resolution Procedures. Movants shall have no  
10 further recourse against the Debtors or Reorganized Debtors, as applicable, with respect to the  
11 Proofs of Claim or the Asserted Fire Victim Claims.

12           3.       Nothing herein is intended to, nor shall it be construed to be, a waiver by the Debtors,  
or the Reorganized Debtors, as applicable, the Fire Victim Trust, or any other party in interest of any  
13 right to object to the Asserted Fire Victim Claims or the Proofs of Claim on any grounds other than  
14 the untimely filing thereof.

15           4.       Nothing herein is intended to, nor shall it be construed to be, a waiver by Movants of  
their rights to oppose any asserted challenge to the Asserted Fire Victim Claims or the Second  
16 Amended Proofs of Claim.

17           5.       Upon the date of the entry of an Order approving this Stipulation, the Original Proof  
of Claim and the First Amended Proof of Claim shall be deemed expunged, and Prime Clerk LLC,  
18 the claims agent appointed in the Chapter 11 Cases, shall be authorized to update the official claims  
register to reflect the terms set forth herein.

19           6.       Upon entry of an Order approving the Stipulation, the Motion shall be deemed  
20 withdrawn with prejudice and the Hearing vacated.

21           7.       In the event that the terms of this Stipulation are not approved by the Bankruptcy  
Court, it shall be null and void and have no force or effect and the Parties agree that, in such  
22 circumstances, this Stipulation shall be of no evidentiary value whatsoever in any proceedings.

1           8. This Stipulation shall be binding on the Parties and each of their successors in  
2 interest.

3           9. This Stipulation shall constitute the entire agreement and understanding of the Parties  
4 relating to the subject matter hereof and supersede all prior agreements and understandings relating  
5 to the subject matter hereof.

6           10. This Stipulation may be executed in counterparts, each of which shall be deemed an  
7 original but all of which together shall constitute one and the same agreement.

8           11. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or  
9 controversies arising from this Stipulation or any Order approving the terms of this Stipulation.

10          Dated: December 23, 2020

11          WEIL GOTSHAL & MANGES LLP

14          */s/ Matthew Goren*

15          Matthew Goren, Esq.

16          *Attorneys for Debtors  
and Reorganized Debtors*

10          Dated: December 23, 2020

11          SKIKOS, CRAWFORD, SKIKOS &  
12          JOSEPH, LLP

14          */s/ Steven Skikos*

15          Steven Skikos, Esq.

16          *Attorneys for Joel Toler and the John and  
Melissa Trust*